

LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513
BOARD OF COMMISSIONERS

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 03-180

City of Lincoln and Lancaster County intend to purchase and invites you to submit a sealed bid for:

ANNUAL REQUIREMENTS FOR CONVERSION OF DIGITAL IMAGES TO MICROFILM FOR LANCASTER COUNTY

MEETING OR EXCEEDING CITY OF LINCOLN/LANCASTER COUNTY'S SPECIFICATIONS

Sealed bids will be received by Lancaster County, Nebraska on or before **12:00 noon Central Time, Wednesday, July 9 , 2003** in the office of the Purchasing Agent, Suite 200, "K" Street Complex (SW Wing), located at 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read in the Conference Room located on the First Floor.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered.

COMMISSIONERS

*DEB SCHORR * LARRY HUDKINS * RAY STEVENS * BERNIE HEIER * BOB WORKMAN*
KERRY EAGAN, Chief Administrative Officer

SEALED BID
SPECIFICATION NO. 03-180

BID OPENING TIME: 12:00 NOON

DATE: Wednesday, July 9, 2003

ADDENDA RECEIPT: The receipt of the addenda to the specification number _____ through _____ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of City of Lincoln and Lancaster County for the listed project agrees to provide the materials and equipment accordance with the specifications as prepared in the following price schedule:

**ANNUAL REQUIREMENTS FOR
CONVERSION OF DIGITAL IMAGES TO MICROFILM**

<u>ITEM #</u>	<u>ITEM DESCRIPTION</u>	<u>EST. QTY/YR.</u>	<u>UNIT</u>	<u>YRLY. TOTAL</u>
1.	Digital image conversion to microfilm Equipment used: _____	835,000 Images	\$ _____ ea.	\$ _____
2.	16mm silver original film roll	167 each	\$ _____ ea.	\$ _____
NO BID BOND REQUIRED		TOTAL ANNUAL EST. COST:	\$ _____	

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Contract Extension Renewal is an option: Yes _____
No _____

TERM PRICE CLAUSE: BIDDER MUST STATE

- (a) Bid prices firm for the full (initial 12 months) contract period: _____; or
(b) Bid prices subject to escalation/de-escalation: _____.
(c) If (b), state period for which prices will remain firm:
Through _____.

INTERLOCAL PURCHASING: The County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with contract terms and conditions, in addition to orders from Lancaster County.

_____ YES _____ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political subdivisions, cities and counties. Terms and conditions of the contract must be met by political subdivisions, cities and counties. Under no circumstances shall Lancaster County be contractually obligated or liable for any purchases by political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: _____

TITLE: _____

PHONE NO. _____

**NOTE: RETURN 2 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 03-180**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to City of Lincoln, and to enter into a contract if this offer is accepted.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE NO.

(Date)

FAX NO.

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

Email: _____

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

**SPECIAL PROVISIONS
FOR
COMMODITY TERM CONTRACTS
LANCASTER COUNTY, NEBRASKA
PURCHASING DIVISION**

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the County for the contract period.
- 1.2 Items listed may or may not be inclusive of County requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the County shall be neither obligated nor limited to any specified amount. The County will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The County is interested in a one (1) year contract, with the option to renew for additional one (1) year periods, not to exceed two (2) such renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

3. BID PRICES

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the County:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.

4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.

5. Approved price changes are not applicable to orders already issued and in process at time of price change.

6. The County reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the County.

8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.

9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Membership will be at no cost to the County.

4. CONTRACT AWARD NOTIFICATION

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the County's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various County Departments.

5. QUARTERLY REPORT

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

6. LAWS

- 6.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

**SPECIFICATIONS
FOR
CONVERSION OF DIGITAL IMAGES TO MICROFILM
FOR COUNTY RECORDS AND INFORMATION MANAGEMENT**

1. PURPOSE

- 1.1 Lancaster County is requesting bids for the purpose of contracting for our annual requirements for

2 TERM OF THE AGREEMENT

- 2.1 A contract shall be awarded to the successful bidder(s) for a period of one (1) year with mutually agreeable renewal options for two (2) additional one (1) year periods.
- 2.1.1 The renewal option(s) shall be initiated by the County and be sent thirty (30) days prior to the expiration of the current contract.
- 2.2 It is the desire of the County that this contract be awarded to the vendor whose prices are firm for the period of the contract; however, if this is not feasible, vendor must state the length of time for which quoted prices are firm, the expected number of increases for the contract period, and the maximum percentage increase expected to be in force before expiration of the contract (see “**Contractor Data Sheet**” Attached).
- 2.3 The County reserves the right, at its option, to conduct “on site” visitation or background investigation to any proposer’s facilities.
- 2.3.1 The purpose of the visit/investigation will be to ensure the County of the proposer’s capabilities to successfully administer this contract.
- 2.3.2 If, in the County’s opinion, any proposer does not have the required capabilities as listed herein, this shall be considered grounds for non award of a contract.
- 2.4 **SAMPLES:** The County reserves the right to request samples after bids are opened and before the award is made.
- 2.4.1 When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder's expense.
- 2.4.2 A request for the return of samples must be made within ten days following opening bids.
- 2.4.3 Each individual sample must be labeled with the bidder's name and manufacturer's brand name and number.
- 2.5 It is the County's intent that this Bid permit competition.
- 2.5.1 It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this bid to a single source.

2.5.1.1 Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for bids to close.

2.6 Questions regarding this request shall be addressed to:

City/County Purchasing Division

Attn: Kathy A. Smith, Assistant Purchasing Agent
"K" Street Complex (SW Wing)
440 So. 8th Street, Suite 200
Lincoln, NE 68508
Email: ksmith@ci.lincoln.ne.us

3. GENERAL PROGRAM OPERATION:

- 3.1 This contract is to be used for County records conversion for the purpose of legal record retention as stated in Nebraska State Statutes..
- 3.2 Record & Information Management department is scanning the City/County paper records and converting them to digital image files in a TIF format (Group IV TIFF).
 - 3.2.1 This multi-page TIFF format file is then transferred to a FTP site.
 - 3.2.2 The County will provide the selected document conversion firm with the site location and password.
 - 3.2.3 Images may be mixed size (i.e., checks, letter, legal, etc.).
- 3.3 The Contractor will capture the County's electronic image files to their local server and verify the correct number of images have been copied.
- 3.4 The Contractor will use quality, reliable equipment to capture the County's TIF files and convert the scanned images to 16mm, high-quality microfilm with a silver-halide emulsion specifically optimized for digital image capture.
- 3.5 A program shall be in place at the contractor's site to check for optimal imaging and scrutinize for consistent quality and long-term safekeeping.
- 3.6 Multi-page TIFF files shall not be split between rolls of film.
- 3.7 Frames shall be written simplex, in a 32X reduction ratio in a comic format. Every image shall have a small image mark, in a single level format. Images shall be written in a negative mode.
- 3.8 Limited indexing shall be required - Contractor shall provide a comma delimited file containing each file name with associated roll and frame number.
- 3.9 Contractor shall process the film in their own lab and deliver in a suitable shipping and storage carton with black acid free plastic box and reel.
 - 3.9.1 County shall label film boxes and provide any film duplication services.

- 3.10 Contractor's facility shall be open for business a minimum of five (5) days a week, with hours of 8:00 a.m. through 5:00 p.m.
 - 3.10.1 The Contractor shall provide a contact person to coordinate orders and to act as the liaison between the contractor's processing staff and the County.
 - 3.10.2 The Contractor's contact person shall be available during normal business hours to handle questions and/or solve problems.

4. SPECIFIC SCOPE OF WORK:

- 4.1 The Records & Information Management department estimate we will be **converting approximately 835,000 images to microfilm** from July 1, 2003 through June 30, 2004.
- 4.2 The County shall be responsible for scanning all files, and placing designated files on County provided FTP site.
 - 4.2.1 The goal is for the Contractor to capture the images provided by the County.
 - 4.2.2 The contractor's Digital Archive Writer and interface software will automatically decompress each file(s) and compose the image(s) in a frame along with the image mark.
 - 4.2.3 Once the entire frame is composed, the Document Archive Writer converts the image to analog format and exposes the frame on 16mm silver halide roll microfilm.
 - 4.2.4 After the film is processed by the contractor and returned to the County, the film can be retrieved on reader-printers that accept ANSI/AIIM 16 mm microfilm.
- 4.3 The County is also considering purchasing their own equipment to complete the conversion in-house. We will complete a cost analysis after receiving the bids for this service and for the purchase of the Kodak Document Archive Writer.
 - 4.3.1 **Either the County will purchase the Archive Writer, or contract with a firm to perform the conversions as specified herein.**
 - 4.3.2 If the purchase of the equipment proves to be the most cost effective option; bids received via this solicitation will be rejected as we would no longer have the need for the service.
 - 4.3.3 If the purchase of equipment proves too costly (including all life cycle costs, such as labor, supplies, maintenance, etc.); then, bids for the equipment will be rejected.

5 QUALITY

- 5.1 The services furnished under these specifications shall be of the highest quality in accordance with established commercial standards.
- 5.2 All work performed shall be done under acceptable working conditions.

6 QUANTITIES

- 6.1 Quantities listed are aggregate (including both City and County) estimates of anticipated usage for the initial term of the contract.
 - 6.1.1 The City/County retains the option to increase or decrease quantities based on actual usage.
 - 6.1.2 The City/County does not guarantee any specific minimum quantities to individual providers during the term of this agreement.

7 REFERENCES

- 7.1 Each interested proposer is requested to provide at least three (3) customer references on the sheet provided, who have similar service.
- 7.2 Each interested proposer must complete and return with their offer the provided "Contractor Data Sheet".
- 7.3 Reference checks and information provided on the "Contractor Data Sheet" will be a consideration in the award of this project.

8 INVOICING & BILLING REQUIREMENTS

- 8.1 All City/County departmental customers shall be billed on a monthly basis including an itemized listing of all services and the date provided for the billing period.

9 INSURANCE

- 9.1 The successful contractor shall purchase and maintain in force, at his/her own expense, such insurance as will protect him/her from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by him/herself

10 TERMINATION / ASSIGNMENT

- 10.1 The County may terminate the Contract if the Contractor:
 - 10.1.1 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide for the complete needs of the County as requested.
 - 10.1.2 Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
 - 10.1.3 Otherwise commits a substantial breach of any provision of the Contract Document.
- 10.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of a written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
 - 10.2.1 Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right of remedy of the Contractor, the County shall pay Contractor in accordance with this section.
 - 10.2.2 Upon such termination, the obligation of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.

10.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the County may cancel this contract or affirm the contract and hold the Contractor responsible for damages.

10.4 The contract established as a result of this bid process shall not be transferred to/or assigned without prior written consent of the County.

11 INDEPENDENT CONTRACTOR

11.1 It is agreed that the contractor shall not be considered an employee of the County for any purpose, but shall be an *independent contractor* for all purposes and *in all situations*.

11.1.1 As an independent contractor, the contractor shall be responsible for all required reporting and income and payments of taxes required by the Federal, State, or Local statutes including, but not limited to: payments required under the Federal Insurance Contribution Act, Income tax, withholding and periodic payment of estimated taxes, and payments required under the Federal Unemployment Tax Act, and any applicable State and Local sales, use or income taxes.

11.1.2 Each party shall be responsible for its own negligence and the negligence of its employees.

12 NO BIDDERS BOND is required with your offer.

13 EVALUATION AND AWARD

13.1 A committee of County employees will be assigned the task of reviewing the bids.

13.1.1 The Committee may request documentation from the Bidder(s) of any information provided in their offer, or require the Bidder to clarify or expand on service requirements.

13.2 The bid will be awarded to the most responsible, responsive Bidder(s) whose offer(s) will be most advantageous to the County, and deemed to best serve our requirements.

13.2.1 Firm selected shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the County.

13.3 The composition of the vendor's firm, including the key customer service personnel, the suppliers ability to provide high quality products, provide the services specified, adherence to specifications, location and type of services offered, billing and other administrative considerations, references and pricing will determine the basis for award.

Contractor Data Sheet
ANNUAL REQUIREMENTS FOR
VEHICLE CLEANING AND RELATED SERVICES
FOR CITY/COUNTY OWNED VEHICLES

1. COMPANY BACKGROUND

1.1 Year firm was established: _____

1.2 Address of Service Location(s): _____

1.3 Name of Primary Service Representative: _____

1.4 Address of Service Representative: _____

1.5 Phone Number of Contact: _____

1.6 Cellular Phone Number: _____

2. PROPOSED METHOD OF BILLING

2.1 Please describe the method you are proposing to the City/County for billing of services rendered (i.e., invoices to come with the bill, via the internet, mailed at a later date frequency, etc.):

2.2 Describe the operation of your facility, including number of locations, type of services offered at each location, employees on staff to operate equipment, and any other information relative to this service.

(Attach a separate sheet to provide more details or brochures/advertising)

3. **ANNUAL REQUIREMENTS RENEWAL CONTRACT OPTIONS**

2.1 Special provisions for "Commodity Term Contracts" are included with the specification document. Bidders should read the provisions carefully before completing the following section:

2.2 **RENEWAL:** I am interested in offering the County/City two (2) one-year renewal options: ☐ Yes ☐ No

2.3 **TERM PRICE CLAUSE:**(a) Bid prices shall remain firm for the full contract period (one 12 month period): ☐ Yes ☐ No

2.3.1 If "No", indicate if the bid prices are subject to escalation/de-escalation of:
base price + or - %

2.3.2 If (subjected to escalation/de-escalation), state the period for which prices shall remain firm, through: _____

Firm Name

Signature

Date

COMMENTS: